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JAN 22 '98

11-03AM

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THOMAS M. AUCHINCLOSS, JR.
LEO C. FRANEY
JOHN D. HEFFNER
KEITH G. O'BRIEN
BRYCE REA, JR.
BRIAN L. TROLANO
ROBERT A. WIMBISH

BY HAND

January 22, 1998

Ms. Janice Fort
Equipment Recordation Office
Surface Transportation Board
1925 K Street, N.W. - Room 704
Washington, D.C. 20423

RE: Security Agreement
Illinois RailNet, Inc. - Debtor
LaSalle National Bank - Secured Party

Dear Ms. Fort:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11301 is the following document:

An executed original copy of a Security Agreement, dated as of December 12, 1997 -- a primary document as defined in the Board's Rules for Recordation of Documents under 49 CFR § 1177. The names and addresses of the parties to this Security Agreement are as follows:

Debtor:	Illinois RailNet, Inc. 2350 Airport Freeway, Suite 230 Bedford, TX 76022
Secured Party :	LaSalle National Bank 135 South LaSalle Street Chicago, IL 60603

A description of the railroad equipment covered by this Security Agreement is as follows:

One (1) GP7 Locomotive (Road Number TR5) - Formerly
WCRR 4491;

Other railroad equipment as described in Section 2.1 of the attached Security Agreement.

RECEIVED
SURFACE TRANSPORTATION
BOARD

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Counter Part - Robert L. Trolano

Ms. Janice Fort
January 22, 1998
Page Two

A short summary of the enclosed document to appear in the Board's index is:

Security Agreement dated as of December 12, 1997, between Illinois RailNet, Inc. (Debtor) and LaSalle National Bank (Secured Party) covering one (1) GP7 locomotive bearing road number ~~IR~~5, and various other railroad equipment items as set forth in Section 2.1 of the attached Security Agreement.

A recordation fee of \$24.00 is enclosed.

Please let me know if you need anything else.

Sincerely yours,


Robert A. Wimbish

Counsel for Illinois RailNet, Inc.

Enclosures

cc: Robert F. McKenney (Illinois RailNet)
Patrice H. Kloss-Brown, Esq.

JAN 22 '98

11-03 AM

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is made as of December 12, 1997, by **ILLINOIS RAILNET, INC.**, a Delaware corporation, with its chief executive office at 2350 Airport Freeway, Suite 230, Bedford, Texas 76022 (the "Debtor"), in favor of **LASALLE NATIONAL BANK**, a national bank (the "Secured Party").

RECITALS

WHEREAS, the Debtor and the Secured Party have entered into that certain Credit Agreement dated the date hereof whereby Secured Party has extended to Debtor a term loan in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) and a revolving credit loan in the amount of Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, Debtor has agreed to grant to Secured Party an interest all of its tangible and intangible assets to secure its obligations under the foregoing Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the meaning set forth:

"Accounts" means the Debtor's right to the payment of money from the sale, lease or other disposition of goods or other property by the Debtor, any franchise now or hereafter at any time held by the Debtor, a rendering of services by the Debtor, a loan by the Debtor, the overpayment of taxes or other liabilities of the Debtor, or otherwise any contract or agreement, whether such right to payment is already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) that the Debtor may at any time have by law or agreement against any account debtor (as defined in the Illinois Uniform Commercial Code) or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, including, but not limited to, all present and future debt instruments, chattel papers, insurance proceeds and accounts of the Debtor.

"Chattel Paper" means any writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific Goods.

"Collateral" means all property in which a security interest is granted hereunder wherever located.

"Controlled Property" means property of every kind and description in which Debtor has or may acquire any interest, now or hereafter at any time in the possession, custody or control of Secured Party for any reason, and all dividends and distributions on or other rights in connection with such property.

"Data Processing Records and Systems" means all of Debtor's now existing or hereafter acquired electronic data processing and computer records, software, systems, manuals procedures, disks, tapes and all other storage media and memory.

"Default" means any event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default.

"Deposit Accounts" mean all deposit accounts now existing or hereafter arising, maintained for or in Debtor's name and any and all funds at any time held therein.

"Document" means any bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods or any other document that is treated in the regular course of business or financing as adequately evidencing that the holder of such document is entitled to receive, hold and dispose of the document and the Goods it covers or any receipt issued for Goods that are stored under a statute requiring a bond against withdrawal or under a license for the issuance of receipts in the nature of warehouse receipts.

"Equipment" means any Goods used or bought for use primarily in the Debtor's business.

"Event of Default" has the meaning specified in Section 6 hereof.

"Fixtures" means any Goods which have become so affixed to particular real estate that an interest in them arises under real estate law.

"General Intangibles" means any personal property (including things in action) other than Goods, Accounts, Chattel Paper, Documents, Instruments and money.

"Goods" means any tangible personal property or Fixtures, including all things that are movable, but not including money, Documents, Instruments, Accounts, Chattel Paper, General Intangibles or minerals or the like before extraction.

"Instruments" means any negotiable instrument or certificated or non-certificated security or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Insurance Proceeds" means all proceeds of any and all insurance policies payable to Debtor, or on behalf of Debtor's property, whether or not such policies are issued to or owned by Debtor.

"Inventory" means any Goods held for sale or lease or furnished or to be furnished under contracts of service, or raw materials, work in process or materials used or consumed in a business.

"Liens" means any and all mortgages, pledges, security interests, tax and other statutory liens, judgment liens, and other encumbrances of any nature whatsoever, whether consensual or non-consensual.

"Locomotives" means those railroad locomotives owned by the Debtor and described on Exhibit A hereto and any railroad locomotives acquired by the Debtor after the date hereof.

"Obligations" means all indebtedness, obligations and liabilities of the Debtor to the Secured Party, howsoever evidenced, now existing or hereafter arising or incurred, direct or indirect, absolute or contingent, joint or several, howsoever owned, held or acquired by the Secured Party, whether by discount, direct loan, hedging or swap transactions, overdraft, purchase or otherwise.

- o. Proceeds (whether cash or non-cash Proceeds, including non-cash Proceeds of all types including, but not limited to, Inventory, Equipment or Fixtures acquired with cash Proceeds); and
- p. Products of all the foregoing.

3. COVENANTS OF THE DEBTOR

3.1 Disposition or Encumbrance of Collateral. Debtor will not encumber, sell or otherwise transfer or dispose of the Collateral without the prior written consent of Secured Party, provided, however, until a Default or Event of Default has occurred and is continuing, Debtor may sell Inventory in the ordinary course of business and may sell Collateral which in the judgment of Debtor has become obsolete or unusable in the ordinary course of business and as otherwise permitted under the Credit Agreement (it being acknowledged that the Secured Party's security interests hereunder shall be released when such permitted sales or dispositions occur), provided that all Proceeds of such sales are delivered directly to Secured Party or used to replace such Collateral or to purchase additional Goods which replacements or substitutions shall constitute Collateral hereunder.

3.2 Validity of Accounts. The Debtor warrants that all Accounts, Chattel Paper and Instruments will be bona fide existing obligations created by the sale and actual delivery of Goods or the rendition of services to customers in the ordinary course of business, which the Debtor then owns free and clear of any Liens other than the security interest created by this Security Agreement and Permitted Liens and which are then unconditionally owing to Debtor without defenses, offset or counterclaim, and that all shipping or delivery receipts, invoice copies and other documents furnished to Secured Party in connection therewith will be genuine, and that the unpaid principal amount of any Chattel Paper or Instrument and any security therefor is and will be as represented to Secured Party on the date of the delivery thereof to the Secured Party. Upon the request of the Secured Party, Debtor shall furnish to the Secured Party, from time to time, a list of the Debtor's Accounts, including without limitation, the name and address of each account debtor and the amount owed.

3.3 Maintenance of Rolling Stock, Equipment, Fixtures and Inventory; Location. Debtor will maintain the Equipment, Fixtures and Inventory or cause the Rolling Stock, Equipment, Fixtures and Inventory to be maintained in good condition and repair. At the time of attachment and perfection of the security interest granted pursuant hereto and thereafter, all Inventory, Equipment and Fixture Collateral will be located and will be maintained only in the State of Illinois. Such Collateral will not be removed from such locations unless, prior to any such removal, the Debtor has given written notice to Secured Party of the location or locations to which the Debtor desires to remove the Collateral, and the Debtor has delivered to Secured Party acknowledgment copies of financing statements filed where appropriate to continue the perfection of Secured Party's security interest as a first priority security interest therein. Secured Party's security interest attaches to all of the Collateral wherever located and Debtor's failure to inform Secured Party of the location of any item or items of Collateral shall not impair Secured Party's security interest therein.

3.4 Notation on Chattel Paper. For purposes of the security interest granted pursuant to this Security Agreement, Secured Party has been granted a direct security interest in all Chattel Paper and such Chattel Paper is not claimed merely as Proceeds of Inventory. Upon Secured Party's request, Debtor will deliver to Secured Party the originals of all Chattel Paper. Debtor will not execute any copies of Chattel Paper other than those which are clearly marked as a copy. Secured Party may stamp any such Chattel Paper with a legend reflecting Secured Party's security interest therein.

“Partnership Interests” means Debtor’s now existing or hereafter acquired partnership interest in any partnership, together with all now existing or hereafter arising rights of Debtor to receive distributions of payments from such partnership, whether in cash or in kind, and whether such distributions or payments are on account of Debtor’s interest as a partner, creditor or otherwise.

“Permitted Liens” means the Liens permitted under Section 8.2 of the Credit Agreement.

“Proceeds” means whatever is received upon the sale, exchange, collection or other disposition of Collateral or Proceeds, including, but not limited to, Insurance Proceeds and return premiums.

“Products” means any goods now or hereafter manufactured, processed, assembled or commingled with any of the Collateral.

“Rolling Stock” means all boxcars, hoppers, tank cars and any and all other railroad cars owned or hereafter acquired by the Debtor.

Other terms defined herein shall have the meaning ascribed to them herein. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Credit Agreement.

2. SECURITY INTERESTS

2.1 Collateral. As security for the payment of all Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor’s now owned or hereafter acquired or arising:

- a. Accounts;
- b. Chattel Paper;
- c. Controlled Property;
- d. Data Processing Records and Systems;
- e. Documents;
- f. Equipment and Fixtures;
- g. General Intangibles;
- h. Goods;
- i. Instruments;
- j. Insurance Proceeds;
- k. Inventory;
- l. Partnership Interests;
- m. Locomotives;
- n. Rolling Stock;

3.5 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling and shipping of the Collateral, all costs of keeping the Collateral free of any Liens prohibited by this Security Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Collateral or in respect of the sale thereof, shall be borne and paid by Debtor and if Debtor fails to promptly pay any thereof when due, Secured Party may, at its option, but shall not be required to, pay the same whereupon the same shall constitute Obligations and shall bear interest at the highest annual rate specified in the Obligations (the "Default Rate") and shall be secured by the security interest granted hereunder.

3.6 Notation on Instruments. Secured Party shall have authority, at any time, to place, or require Debtor to place, upon Debtor's books and records relating to Accounts, Chattel Paper, Instruments and other rights to payment covered by the security interest granted hereby a notation or legend stating that such Accounts, Chattel Paper, Instruments and other rights to payment are subject to a security interest of Secured Party.

3.7 Notice of Default. Immediately upon any officer of Debtor becoming aware of the existence of any Default or Event of Default, Debtor will give notice to Secured Party that such Default or Event of Default exists, stating the nature thereof, the period of existence thereof, and what action Debtor proposes to take with respect thereto.

3.8 Additional Documentation. Debtor will execute, from time to time, such financing statements, assignments, and other documents covering the Collateral, including Proceeds, as Secured Party may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by the Debtor after the date hereof), and Debtor will pay the cost of filing the same in all public offices in which Secured Party may deem filing to be appropriate. During the continuance of an Event of Default, upon request, Debtor will deliver to Secured Party all Debtor's Documents, Instruments and Chattel paper.

3.9 Chief Executive Office. The location of the chief executive office of Debtor is set forth in the preamble hereto and will not be changed without thirty (30) days' prior written notice to Secured Party. Debtor warrants that its books and records concerning its Accounts and Chattel Paper are located at its chief executive office.

3.10 Name of Debtor. Debtor's true name is as set forth in the preamble hereto. Debtor has not used any other name within the past five (5) years. Debtor has not executed any financing statements or security agreements presently effective as to the Collateral. Debtor shall not change its name or use any trade or assumed name without giving Secured Party fifteen (15) days prior written notice.

3.11 Power of Attorney. The Debtor appoints Secured Party, or any other person, whom Secured Party may from time to time designate, as Debtor's attorney, and during the continuance of an Event of Default, with power to endorse Debtor's name on any checks, notes, acceptances, drafts, or other forms of payment or security that may come into Secured Party's possession, to sign Debtor's name on any invoice or bill of lading relating to any Collateral, on drafts against customers, on schedules and confirmatory assignments of Accounts, Chattel Paper, Documents, Instruments or other Collateral, on notices of assignment, financing statements under the Uniform Commercial Code (the "Code") and other public records, on verifications of Accounts and on notices to customers, to notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by Secured Party, to receive and open all mail addressed to Debtor, to send requests for verification of Accounts, Chattel Paper, Instruments or other Collateral to customers, make any compromise or settlement, and take any

payable, and the same shall thereupon become immediately due and payable without further notice or demand.

7.2 Right of Offset. Offset any deposits, including unmatured time deposits, then maintained by Debtor with Secured Party, whether or not then due, against any indebtedness then owed by Debtor to Secured Party whether or not then due.

7.3 Deal with Collateral. In the name of Debtor or otherwise, demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral.

7.4 Realize on Collateral. Take any action which Secured Party may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to foreclose any security interest, to perform any contract, to endorse in the name of Debtor any checks, drafts, notes, or other instruments or documents received in payment of or on account of the Collateral.

7.5 Access to Property. Enter upon and into and take possession of all or such part or parts of the properties of Debtor, including lands, plants, buildings, machinery, equipment, Data Processing Records and Systems and other property as may be necessary or appropriate in the judgment of Secured Party, to permit or enable Secured Party to store, lease, sell or otherwise dispose of or collect all or any part of the Collateral, and use and operate said properties for such purposes and for such length of time as Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation to Debtor therefor. Debtor shall provide Secured Party with all information and assistance requested by Secured Party to facilitate the storage, leasing, assembly, sale or other disposition or collection of the Collateral after an Event of Default, and make such Collateral available to Secured Party on Secured Party's demand.

7.6 Other Rights. Exercise any and all other rights and remedies available to it by law, in equity or by agreement, including rights and remedies under the Illinois Uniform Commercial Code or any other applicable law, or under the Credit Agreement and, in connection therewith, Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party, and any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to Debtor at its address as shown on Secured Party's records at least ten (10) days before the date of such disposition. The Secured Party may sell or otherwise dispose of any or all of the Collateral in a single unit or in multiple units and the Secured Party may be the purchaser at such sale or other disposition. The Debtor shall remain liable for any deficiency remaining after any such sale or other disposition of the Collateral.

7.7 Application of Proceeds. All proceeds of Collateral shall be applied in accordance with Section 9-504 of the Illinois Uniform Commercial Code and such proceeds applied toward the Obligations shall be applied in such order as the Secured Party may elect.

8. MISCELLANEOUS

8.1 No Liability on Collateral. It is understood that Secured Party does not in any way assume any of the Debtor's obligations under any of the Collateral and does not intend to create any third party beneficiary rights by taking or omitting any action herein. Debtor hereby agrees to indemnify Secured Party against all liability arising in connection with or on account of any of the Collateral, except for any such liabilities arising on account of Secured Party's gross negligence or willful misconduct.

action it deems advisable with respect to the Collateral, and to do all things necessary to carry out this Security Agreement. The Debtor ratifies and approves all acts of the attorney taken within the scope of the authority granted. Neither Secured Party nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law except for gross negligence or willful misconduct by the Secured Party or the attorney. This power, being coupled with an interest, is irrevocable so long as any Obligation remains unpaid. Except as provided herein and in any other Loan Document the Debtor waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which Debtor may otherwise be entitled.

4. COLLECTIONS

Collection of Accounts. Except as otherwise provided in this Article 4, the Debtor shall continue to collect at its own expense, all amounts due or to become due to the Debtor, under the Accounts. In connection with such collections, the Debtor may take (and during the continuance of an Event of Default at the Secured Party's direction, shall take) such action as the Debtor or the Secured Party may deem necessary or advisable to enforce collection of the Accounts; provided, however, during the continuance of an Event of Default that the Secured Party shall have the right, at any time to notify the account debtors under any Accounts of the assignment of such Accounts to the Secured Party and to direct such account debtors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Secured Party. Upon such notification and at the expense of Debtor, the Secured Party shall have the right to enforce collection of such Accounts and to adjust, settle, or compromise the amount or payment thereof in the same manner and to the same extent as the Debtor might have done in exercise of commercially reasonable business judgment. The Secured Party shall apply all collections hereunder in accordance with Section 7.7.

5. ASSIGNMENT OF INSURANCE

Debtor hereby collaterally assigns to the Secured Party, as additional security for payment of the Obligations, any and all monies due or to become due under, and any and all other rights of Debtor with respect to, any and all policies of insurance covering the Collateral and Debtor hereby directs the issuer of any such policy to pay any such monies directly to the Secured Party. After the occurrence and during the continuation of a Default or Event of Default, the Secured Party may (but need not) in its own name or in Debtor's name execute and deliver proofs of claim, receive such monies, endorse checks and the instrument representing such monies, and settle or litigate any claim against the issuer of any such policy.

6. EVENTS OF DEFAULT

Events of Default. The term "Event of Default" shall have the meaning set forth in the Credit Agreement.

7. RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence and during the continuance of an Event of Default, and at any time thereafter until such Event of Default is cured or waived in writing to the satisfaction of Secured Party, and in addition to the rights granted to Secured Party under Articles 4 and 5 hereof or under any other document, agreement or other instrument evidencing, securing or otherwise relating to any of the Obligations, Secured Party may exercise any one or more of the following rights and remedies:

7.1 Acceleration of Obligations. Declare any and all Obligations to be immediately due and

8.2 No Waiver. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

8.3 Remedies Cumulative. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at its option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

8.4 Governing Law/Jurisdiction; Waiver of Jury Trial. This Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Illinois. Debtor hereby consents to the personal jurisdiction of the state and federal courts of the State of Illinois in connection with any controversy related to this Security Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation initiated by Debtor against Secured Party shall be venued in the State or Federal District Courts of Illinois. DEBTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT.

8.5 Expenses. Debtor agrees to pay all reasonable costs, fees and expenses incurred by Secured Party in the exercise of any right or remedy available to it under this Security Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses of counsel for the Secured Party incurred in connection with any appeal of a lower court's order or judgment, and any appraisal or survey fees, completion costs, storage and transportation charges.

8.6 Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Debtor and Secured Party.


8.7 Recitals. The above Recitals are true and correct as of the date hereof and constitute a part of this Security Agreement.

8.8 Copy of Security Agreement as Financing Statement. The Secured Party may file a reproduced copy or photostatic copy or other reproduction of this Security Agreement as a Financing Statement.

8.9 Multiple Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Debtor has caused the execution of this Security Agreement by its duly authorized representative as of the date and year first above written.


ILLINOIS RAILNET, INC., a Delaware corporation

By: 
Name: Robert F. McKenney
Title: Chairman and Chief Executive Officer

Acknowledgment

I, Robert F. McKenney, certify that I am the Chairman and Chief Executive Officer of Illinois RailNet, Inc., a Delaware corporation, that the foregoing instrument was signed by me on behalf of the corporation under authority of its articles of incorporation, bylaws and resolutions and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on December ____, 1997.


Robert F. McKenney

NO CORPORATE SEAL

Subscribed and sworn to this ____ day of December, 1997.


Notary Public

My commission expires: 12/27/2000

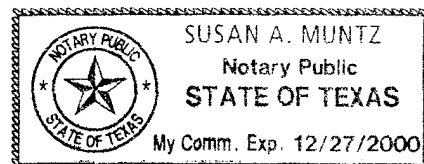


EXHIBIT A TO SECURITY AGREEMENT

DESCRIPTION OF LOCOMOTIVES

GP7 LOCOMOTIVE, Road Number IR 5 (formerly WCRR 4491)

AFFIDAVIT

City of Washington)
) ss.
District of Columbia)

Robert A. Wimbish, being duly sworn according to the law, deposes and states as follows:

1. I am submitting for recordation with the Surface Transportation Board the attached copy of a Security Agreement between LaSalle National Bank ("Secured Party") and Illinois RailNet, Inc. ("Debtor") executed 12 December 1997.

2. I have compared the attached copy with the original document, and I have found the attached copy to be complete and identical in all respects to the original document.

Robert A. Wimbish
(Signature)

Robert A. Wimbish
(Printed or Typed)

Subscribed and sworn to before me, a Notary Public, in and for the City of Washington, District of Columbia, this 21st day of January, 1998.

My Commission expires:

Lynn Gottschalk
(Notary Public)

LYNN GOTTSCHALK

Notary Public, District of Columbia

My Commission Expires: November 30, 1999